

## **Trademark and Copyright Assignment Agreement**

This Trademark and Copyright Assignment Agreement (hereinafter "Assignment") is made by and between AVKO Educational Research Foundation, Inc., a non-profit corporation organized under the laws of the State of Michigan (hereinafter "AVKO"), and Wave 3 Learning, Inc., a corporation organized under the laws of the State of Nevada (hereinafter "Wave 3").

WHEREAS AVKO is the owner of all copyright rights in and to the Sequential Spelling creative works of authorship, including without limitation copyrights of all the titles published by AVKO until June 2, 2010 (collectively "the Works");

WHEREAS AVKO is the owner of all common law rights in and to the SEQUENTIAL SPELLING trademark, trade name, design mark, and logo (collectively "the Mark") together with the goodwill of the business symbolized therein and associated therewith in connection with the goods and services with which the Mark is used;

WHEREAS AVKO desires to convey, transfer, assign, deliver, and contribute to Wave 3 all of its right, title, and interest in and to the Works, subject to the terms of the parties' agreement of June 16, 2010;

WHEREAS AVKO desires to convey, transfer, assign, deliver, and contribute to Wave 3 all of its right, title, and interest in and to the Mark, subject to the terms of the parties' agreement of June 16, 2010;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AVKO hereby conveys, transfers, assigns, delivers, and contributes to Wave 3:

1. all of AVKO's right, title, and interest of any kind in and to the Mark, together with the goodwill of the business inherent thereto;
2. all income, royalties, and damages hereafter due or payable to AVKO with respect to the Mark, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark;
3. all rights to sue for past, present, and future infringements or misappropriations of the Mark;
4. all causes of action, either in law or in equity, for past, present, or future infringements or misappropriations of the Mark; and
5. all rights corresponding to any of the foregoing, throughout the world.

AVKO also hereby conveys, transfers, assigns, delivers, and contributes to Wave 3:

1. all of AVKO's right, title, and interest of any kind in and to the Works;
2. any registrations and copyright applications;



3. any renewals or and extensions of any registrations or copyright applications;
4. all income, royalties, and damages hereafter due or payable to Wave 3 with respect to the Work, including without limitation, damages and payments for past or future infringements of the Works;
5. all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Works; and
6. all rights corresponding to any of the foregoing, throughout the world.

AVKO further represents and warrants that:

1. AVKO is the sole owner of all right, title, and interest in and to the Mark
2. AVKO is the sole owner of all right, title, and interest in and to the Works;
3. the Works are original works of authorship and contain no material from other copyrighted works unless such copyrighted material is used with the written consent of the copyright owner;
4. the Works do not violate or infringe upon the personal or property rights of third parties, including without limitation rights of personality, privacy, or publicity;
5. the Works do not contain any materials that violate any law, statute, ordinance, or treaty;
6. to the extent that any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint in or to the Works, AVKO explicitly waives those rights as to Wave 3, its successors, assigns, or licensees.

AVKO further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Wave 3 full right, title, and interest in and to the Mark and the Works.

IN WITNESS WHEREOF, AVKO has duly executed under seal and delivered this Assignment as of \_\_\_\_\_, 2011 in memorialization of the previous transfer of all rights in and to the Mark and the Works from AVKO to Wave 3 on June 2, 2010, as recorded in the parties' agreement of June 16, 2010.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name